

SERIAL 10046 RFP TELEPHONE AND UNIFIED COMMUNICATIONS PROFESSIONAL SERVICES

DATE OF LAST REVISION: July 01, 2010

CONTRACT END DATE: June 30, 2013

CONTRACT PERIOD THROUGH JUNE 30, 2013

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **TELEPHONE AND UNIFIED COMMUNICATIONS PROFESSIONAL SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **July 01, 2010**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Chief Procurement Officer
Materials Management

BW/df
Attach

Copy to: Materials Management
Chris Nchopa-Ayafor, OET



CONTRACT PURSUANT TO RFP

SERIAL 10046-RFP

This Contract is entered into this 1st day of July, 2010 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and Telecom Resources International, Inc. (TRI, Inc.) an Arizona corporation ("Contractor") for the purchase of telephone and unified communications professional services.

1.0 CONTRACT TERM:

- 1.1 This Contract is for a term of three (3) years, beginning on the 1st day of July, 2010 and ending the 30th day of June, 2013.
- 1.2 The County may, at its option and with the approval of the Contractor, renew the term of this Contract up to a maximum of three (3) additional years, or other specified length options, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Materials Management Department of the County's intention to extend the contract term at least thirty (30) calendar days prior to the expiration of the original contract term.

2.0 FEE ADJUSTMENTS:

Any request for a fee adjustment must be submitted sixty (60) days prior to the current Contract expiration date. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted fee, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the (Consumer Price Index) or by performing a market survey.

3.0 PAYMENTS:

- 3.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum(s) stated in Exhibit "A".
- 3.2 Payment shall be made upon the County's receipt of a properly completed invoice.
- 3.3 INVOICES:
 - 3.3.1 The Contractor shall submit two (2) legible copies of their detailed invoice before payment(s) can be made. At a minimum, the invoice must provide the following information:

- Company name, address and contact

- County bill-to name and contact information
- Contract serial number
- County purchase order number
- Invoice number and date
- Payment terms
- Date of service or delivery
- Quantity
- Contract Item number(s)
- Description of service provided
- Pricing per unit of service
- Extended price
- Total Amount Due

3.3.2 Problems regarding billing or invoicing shall be directed to the County as listed on the Purchase Order.

3.3.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Award the Contractor shall fill out an EFT Enrollment form located on the County Department of Finance Website as a fillable PDF document (www.maricopa.gov/finance/)

3.3.4 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

4.0 AVAILABILITY OF FUNDS:

4.1 The provisions of this Contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor as herein provided are actually available to County for disbursement. The County shall be the sole judge and authority in determining the availability of funds under this Contract. County shall keep the Contractor fully informed as to the availability of funds.

4.2 If any action is taken by any state agency, Federal department or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Contract, County may amend, suspend, decrease, or terminate its obligations under, or in connection with, this Contract. In the event of termination, County shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services are performed in accordance with the provisions of this Contract. County shall give written notice of the effective date of any suspension, amendment, or termination under this Section, at least ten (10) days in advance.

5.0 DUTIES:

5.1 The Contractor shall perform all duties stated in Exhibit "B", or as otherwise directed in writing by the Procurement Officer.

5.2 During the Contract term, County shall provide Contractor's personnel with adequate workspace for consultants and such other related facilities as may be required by Contractor to carry out its contractual obligations.

6.0 TERMS and CONDITIONS:

6.1 INDEMNIFICATION:

- 6.1.1 To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including, but not limited to, attorney fees, court costs, expert witness fees, and the cost of appellate proceedings, relating to, arising out of, or alleged to have resulted from the negligent acts, errors, omissions, mistakes or malfeasance relating to the performance of this Contract. Contractor's duty to defend, indemnify and hold harmless County, its agents, representatives, officers, directors, officials, and employees shall arise in connection with any claim, damage, loss or expense that is caused by any negligent acts, errors, omissions or mistakes in the performance of this Contract by the Contractor, as well as any person or entity for whose acts, errors, omissions, mistakes or malfeasance Contractor may be legally liable.
- 6.1.2 The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
- 6.1.3 The scope of this indemnification does not extend to the sole negligence of County.

6.2 INSURANCE REQUIREMENTS:

- 6.2.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++6. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.
- 6.2.2 All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of County, constitute a material breach of this Contract.
- 6.2.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.
- 6.2.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 6.2.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 6.2.6 County reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. County shall not be obligated to review policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt

shall not relieve Contractor from, or be deemed a waiver of County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

6.2.7 The insurance policies required by this Contract, except Workers' Compensation, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

6.2.8 The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

6.2.9 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$1,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

6.2.10 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services under this Contract.

6.2.11 Workers' Compensation.

6.2.11.1 Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

6.2.11.2 Contractor waives all rights against County and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor pursuant to this Contract.

6.2.12 Certificates of Insurance.

Prior to commencing work or services under this Contract, Contractor shall furnish the County with certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

6.2.12.1 In the event any insurance policy (ies) required by this Contract is (are) written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of Contractor's work or services and as evidenced by annual Certificates of Insurance.

6.2.12.2 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

6.2.13 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the County.

6.3 WARRANTY OF SERVICES:

6.3.1 The Contractor warrants that all services provided hereunder will conform to the requirements of the Contract, including all descriptions, specifications and attachments made a part of this Contract. County's acceptance of services or goods provided by the Contractor shall not relieve the Contractor from its obligations under this warranty.

6.3.2 In addition to its other remedies, County may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all the provisions of this Contract in the manner and to the same extent as services originally furnished hereunder.

6.4 INSPECTION OF SERVICES:

6.4.1 The Contractor shall provide and maintain an inspection system acceptable to County covering the services under this Contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to County during contract performance and for as long afterwards as the Contract requires.

6.4.2 County has the right to inspect and test all services called for by the Contract, to the extent practicable at all times and places during the term of the Contract. County shall perform inspections and tests in a manner that will not unduly delay the work.

6.4.3 If any of the services do not conform with Contract requirements, County may require the Contractor to perform the services again in conformity with Contract requirements, at an increase in Contract amount. When the defects in services cannot be corrected by re-performance, County may:

6.4.3.1 Require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements; and

6.4.3.2 Reduce the Contract price to reflect the reduced value of the services performed.

6.4.4 If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with Contract requirements, County may:

6.4.4.1 By Contract or otherwise, perform the services and charge to the Contractor any cost incurred by County that is directly related to the performance of such service; or

6.4.4.2 Terminate the Contract for default.

6.5 PROCUREMENT CARD ORDERING CAPABILITY:

The County may determine to use a MasterCard Procurement Card, to place and make payment for orders under the Contract.

6.6 INTERNET ORDERING CAPABILITY:

The County intends, at its option, to use the Internet to communicate and to place orders under this Contract.

6.7 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona 85003-2494

For Contractor:

TRI, Inc.
Victoria Thomas, President and CEO
7119 East Shea Blvd. Suite 109-486
Scottsdale, AZ 85254

6.8 REQUIREMENTS CONTRACT:

6.8.1 Contractor signifies its understanding and agreement by signing this document that this Contract is a requirements contract. This Contract does not guarantee any purchases will be made (minimum or maximum). Orders will only be placed when County identifies a need and issues a purchase order or a written notice to proceed.

6.8.2 County reserves the right to cancel purchase orders or notice to proceed within a reasonable period of time after issuance. Should a purchase order or notice to proceed be canceled, the County agrees to reimburse the Contractor for actual and documented costs incurred by the Contractor. The County will not reimburse the Contractor for any avoidable costs incurred after receipt of cancellation, or for lost profits, or shipment of product or performance of services prior to issuance of a purchase order or notice to proceed.

6.8.3 Purchase orders will be cancelled in writing.

6.9 TERMINATION FOR CONVENIENCE:

The County reserves the right to terminate the Contract in whole or in part at any time, when in the best interests of the County without penalty or recourse. Upon receipt of the written notice, the Contractor shall immediately stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the County. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

6.10 TERMINATION FOR DEFAULT:

6.10.1 In addition to the rights reserved in the Contract, the County may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.

6.10.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the County on demand.

6.10.3 The County may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the County for any excess costs incurred by the County in procuring materials or services in substitution for those due from the Contractor.

6.10.4 The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

6.11 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. §38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S §38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

6.12 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

6.13 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the proposal price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

6.14 RELATIONSHIPS:

In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint venture between the District and the Contractor.

6.15 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Proposal Serial Number and identify the job project.

6.16 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Materials Management shall be responsible for approving all amendments for Maricopa County.

6.17 RETENTION OF RECORDS:

6.17.1 The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

6.17.2 If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

6.18 AUDIT DISALLOWANCES:

If at any time, County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

6.19 ALTERNATIVE DISPUTE RESOLUTION:

6.19.1 After the exhaustion of the administrative remedies provided in the Maricopa County Procurement Code, any contract dispute in this matter is subject to compulsory arbitration. Provided the parties participate in the arbitration in good faith, such arbitration is not binding and the parties are entitled to pursue the matter

in state or federal court sitting in Maricopa County for a de novo determination on the law and facts. If the parties cannot agree on an arbitrator, each party will designate an arbitrator and those two arbitrators will agree on a third arbitrator. The three arbitrators will then serve as a panel to consider the arbitration. The parties will be equally responsible for the compensation for the arbitrator(s). The hearing, evidence, and procedure will be in accordance with Rule 74 of the Arizona Rules of Civil Procedure. Within ten (10) days of the completion of the hearing the arbitrator(s) shall:

6.19.1.1 Render a decision;

6.19.1.2 Notify the parties that the exhibits are available for retrieval; and

6.19.1.3 Notify the parties of the decision in writing (a letter to the parties or their counsel shall suffice).

6.19.2 Within ten (10) days of the notice of decision, either party may submit to the arbitrator(s) a proposed form of award or other final disposition, including any form of award for attorneys' fees and costs. Within five (5) days of receipt of the foregoing, the opposing party may file objections. Within ten (10) days of receipt of any objections, the arbitrator(s) shall pass upon the objections and prepare a signed award or other final disposition and mail copies to all parties or their counsel.

6.19.3 Any party which has appeared and participated in good faith in the arbitration proceedings may appeal from the award or other final disposition by filing an action in the state or federal court sitting in Maricopa County within twenty (20) days after date of the award or other final disposition. Unless such action is dismissed for failure to prosecute, such action will make the award or other final disposition of the arbitrator(s) a nullity.

6.20 SEVERABILITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of this Contract.

6.21 RIGHTS IN DATA:

The County shall own have the use of all data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

6.22 INTEGRATION:

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, communications, understandings, representations, or agreements, whether oral or written, express or implied.

6.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

6.23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees. The contractor shall obtain statements from its subcontractors certifying compliance

and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system. I-9 forms are available for download at USCIS.GOV.

6.23.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.24 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §§35-391.06 AND 35-393.06 BUSINESS RELATIONS WITH SUDAN AND IRAN:

6.24.1 By entering into the Contract, the Contractor certifies it does not have scrutinized business operations in Sudan or Iran. The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract.

6.24.2 The County may request verification of compliance for any contractor or subcontractor performing work under the Contract. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

6.25 CONTRACTOR LICENSE REQUIREMENT:

6.25.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Materials Management and the using agency of any and all changes concerning permits, insurance or licenses.

6.25.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

6.26 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

6.26.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

6.26.1.1 are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

6.26.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

6.26.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

6.26.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

6.26.2 Should the Contractor not be able to provide this certification, an explanation as to why should be attached to the Contract.

6.26.3 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

6.27 VERIFICATION REGARDING RESPONDENT AFFILIATIONS:

By entering into the Contract, the Contractor, and/or subcontractor, certifies it has no telecommunications hardware or software manufacturer or vendor affiliation within the 24 month period preceding the solicitation submission due date.

6.28 PRICES:

Contractor warrants that prices extended to County under this Contract are no higher than those paid by any other customer for these or similar services.

6.29 GOVERNING LAW:

This Contract shall be governed by the laws of the state of Arizona. Venue for any actions or lawsuits involving this Contract will be in Maricopa County Superior Court or in the United States District Court for the District of Arizona, sitting in Phoenix, Arizona

6.30 ORDER OF PRECEDENCE:

In the event of a conflict in the provisions of this Contract and Contractor's license agreement, if applicable, the terms of this Contract shall prevail.

6.31 INCORPORATION OF DOCUMENTS:

The following are to be attached to and made part of this Contract:

6.31.1 Exhibit A, Pricing;

6.31.2 Exhibit B, Scope of Work;

6.31.3 Exhibit C, Sample Project Timeline; and

6.31.4 Exhibit D, Materials Management Contractor Travel and Per Diem Policy

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR:

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY:

CHIEF PROCUREMENT OFFICER

DATE

APPROVED AS TO FORM:

LEGAL COUNSEL

DATE

EXHIBIT A PRICING

SERIAL 10046-RFP	
NIGP CODE:	9189501
RESPONDENT'S NAME:	Telecom Resources International, Inc. (dba TRI, Inc.)
COUNTY VENDOR NUMBER :	W000005847
ADDRESS:	7119 E. Shea Blvd. #109-486
	Scottsdale, AZ 85254
P.O. ADDRESS:	
TELEPHONE NUMBER:	480-391-3800
FACSIMILE NUMBER:	480-451-1247
WEB SITE:	www.tri-1.com
CONTACT (REPRESENTATIVE):	Victoria Thomas
REPRESENTATIVE'S E-MAIL ADDRESS:	vthomas@tri-1.com

	<u>YES</u>	<u>NO</u>	<u>REBATE</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT	[X]	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[]	[X]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[]	[X]	_____ %
<small>(Payment shall be made within 48 hours of utilizing the Purchasing Card)</small>			

RESPONDENT IS REQUIRED TO PICK ONE OF THE FOLLOWING PAYMENT TERMS.

[X] NET 10 DAYS

1.0 PRICING:

1.1 Professional Services (Phase 1)	<u>\$149,550</u>	Not to Exceed
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Phase 2 pricing and payment plan to be negotiated upon successful completion of Phase 1.

1.2 Hourly wage rate for services outside scope of work	<u>\$ 90.00</u>	Average
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*Payment plan to be upon mutually agreed and accepted milestones.

**Travel payable per Exhibit D

Proposed Project Effort & Fee Summary	VT	PR	TVP	RSS	AH	S. Ana	Sr. SA	Staff	Total Hours	Prop. Fee
Task 1: Review Telecommunications & Wiring Infrastructure for Court Towers	20		30					5	55	\$6,550
Task 2: Gather Court Towers Requirements	60		20	20			10	5	115	\$13,150
Task 3: Write RFP for Court Towers	40	40	40	40			25	5	190	\$25,600
Task 4: Technical Assistance in RFP Evaluations for the Court Towers	45						10	5	60	\$5,800
Task 5: Assist Materials Management with SOW for Court Towers	80						10	5	95	\$8,950
Task 6: Implementation Support for Court Towers	335						10	5	350	\$31,900
Task 7: Post Cut Over/System Acceptance for Court Towers	120							5	125	\$11,050
Task 6: Executive Activities - Budgets/Presentations/Meetings	120							5	125	\$11,050
Task 7: Project Management	250							5	255	\$22,750
Task 8: Administration Activities, Timesheets, Billing/Invoicing, etc...								155	155	\$7,750
Task 9: Travel (Per Policy)									0	\$ 5,000
Total Hours:	1070	40	90	60	0	0	65	200	1525	\$149,550
Maricopa Discounted Hourly Rate	\$90	\$150	\$150	\$150	\$150	\$175	\$150	\$50		
Total Professional Fees:	\$96,300	\$6,000	\$13,500	\$9,000	\$ -	\$ -	\$9,750	\$10,000		\$144,550
Expenses:										\$5,000

Labor Category	Hourly Rate
General Staff	\$50.00
Admin Support	\$75.00
Telecom Specialize	\$125.00
Technical Staff	\$125.00
Developer I	\$125.00
Project Mgr	\$150.00
Sr. Consultant	\$150.00
Developer II	\$150.00
Sr. Radio Consultant	\$175.00
Lead ISO	\$190.00
Security Analyst	\$200.00
Sr. Security Analyst	\$250.00

EXHIBIT B

SCOPE OF WORK

1.0 INTENT:

- 1.1 Maricopa County is seeking professional telecommunications consulting services from the Contractor with IT and telecom expertise to assist the Office of Enterprise Technology (OET) to identify requirements and implement a new Countywide telephone system. The project will be divided into phases the first of which is to assist in the development of requirements for the purchase and installation of a new telephone system in the new Downtown Court Tower Building. The services to be provided by the Contractor under this phase include providing technical and project management support throughout the acquisition, system implementation stages, and final system testing and acceptance. Phase two of the project will utilize the new Downtown Court Tower Building's new telephone system as the base system for a new telephone system to be implemented County-wide. This solicitation will serve as the project delivery method for the technical and project management support throughout the acquisition, system implementation stages, and final system testing and acceptance for all remaining County facilities.
- 1.2 It is the County's goal that a solicitation for the new Downtown Court Tower telephone system will be issued no later than November 2010 and awarded by June 2011 with installation beginning in August and installed and accepted no later than December 2011 when the building is scheduled to open. Many of the core telephone system components need to be installed at the County's data centers prior to the new Downtown Court Tower's completion to allow adequate time for testing, training and deployment.
- 1.3 Currently, there are many new Downtown Court Tower related planning and construction activities in process. Specifically, the wiring and equipment closets planning and design for the network and computer systems is underway. The cabling conduits and the wiring infrastructure is usually implemented along with the electrical construction phase. The infrastructure required to support voice and unified communications systems also needs to be clearly specified at this time, therefore the Contractor resource selected through this process must be available to engage on the project immediately upon notification of contract award.
- 1.4 It is anticipated the Contractor will engaged on this project for a period of 3-5 years. The Contractor will be required to track and report all time spent on the Court Tower project component separately so these costs can be charged to the appropriate funding source. A different funding source will pay for the Contractor's time which relates to work done for the rest of the County facilities. The Contractor will be responsible to take the necessary actions to ensure that all costs are accurately tracked and reported in accordance with this directive.
- 1.5 The key objectives and goals for this project are to successfully and cost effectively procure and deliver a telecommunication system that meets the County's identified needs and assures a reliable system that is delivered on time and on budget.
- 1.6 The Contractor and subcontractor, if any, shall have no telecommunications hardware or software manufacturer or vendor affiliation within the Twenty-Four (24) month period preceding the solicitation submission due date.
- 1.7 The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or lack the skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SCOPE OF WORK:

- 2.1 The Contractor will gather user needs, system requirements, and will develop specifications for the new telephone system solicitation that include the identified needs.

- 2.2 The Contractor shall develop a detailed project plan with key milestones and timelines describing the work to be accomplished in accordance with this SOW. The project plan will have resource assignments, dependencies, actual costs compared to budgets and all related activities. The project plan will track all progress and will be updated regularly as changes occur and as requested by the County.
- 2.3 The Contractor shall provide high level weekly project status reports. The weekly reporting to the County's assigned Program Manager will be required during key project stages, as determined by the County, and monthly reports during less active project phases. This will include a master project plan and updated status reports in a format specified by the County. If additional reporting is required, the County will provide the format and intervals as needed.
- 2.4 The Contractor will provide technical support to the County's team responsible for evaluating responses to the telecommunications equipment solicitation. Technical support will include but not be limited to developing proposal comparison matrixes for all respondent responses to effectively facilitate the ability of each evaluation team member to independently evaluate all responses. At the request of the evaluation team the Contractor will provide technical interpretations and clarifications and educate the evaluation team so they can understand the intricacies of each technical proposal, to ensure that members of the committee are equipped to arrive at their own conclusions and make individual informed decisions.
- 2.5 Under the supervision of the Procurement Officer, the Contractor will work with the evaluation team to develop a list of questions for each respondent to clarify any issues as necessary, and to ensure proper interpretation of proposals and protect the best interests of the County.
- 2.6 The Contractor will inform the team where additional respondent clarifications are needed and at the direction of the Procurement Officer will adjust the proposals scoring matrix as needed to ensure that the evaluation team can fairly assess each solution on a level playing field.
- 2.7 The Contractor will provide support to the County and the evaluation team during contract negotiations and award to assure the final contract reflects the commitments made by the respondent in the proposal and subsequent negotiations for all equipment, services and implementation deliverables.
- 2.8 The Contractor will document all contractual requirements and will facilitate the knowledge transfer necessary to avoid gaps between the teams that worked on the proposal and acquisition stages, with the incoming contractor implementation teams, project managers, technicians, and end users, to ensure consistency and continuity for a successful end-to-end project completion.
- 2.9 Assist with the implementation plan, final system design, project management and implementation support, document and manage any change orders approved on the project.
- 2.10 Develop system acceptance criteria and document that each deliverable has been adequately installed or delivered and is operational.
- 2.11 Provide full support and project management tasks until the system is fully installed, operating, and delivering the expected functionality for final system acceptance.

3.0 CORE TASKS AND DELIVERABLES:

- 3.1 Data Gather, Identify User Needs and Defining Requirements.
- 3.2 Solicitation:
 - 3.2.1 Prepare solicitation the solicitation scope or work and provide to Procurement Officer for review and incorporation into the County's solicitation template.
 - 3.2.2 Prepare development of suggested proposal evaluation criteria and related evaluation tools.

- 3.2.3 Take all actions necessary to address issues and concerns identified by the Procurement Officer.
- 3.2.4 Provide all work products to the Procurement Officer in WORD and Excel format.
- 3.2.5 Attend pre-proposal conference and assist Procurement Officer by providing overview of project and addressing questions from attendees.
- 3.2.6 Assist Procurement Officer by providing answers to questions received at the pre-proposal conference.
- 3.2.7 Review and become familiar with all responsive proposals in order to assist the proposals evaluation team.
- 3.2.8 Assist proposals evaluation team by attending all evaluation team meetings and providing technical guidance to the evaluation team.
- 3.2.9 Participate in all Board of Supervisor and County management briefings/presentations as requested to aid in the completion of the project objectives.
- 3.2.10 Assist the Procurement Officer in negotiations as requested.
- 3.3 Support the Procurement Officer with documentation and technical input as requested.
- 3.4 Project management – Weekly Meetings
 - 3.4.1 Meetings with Stakeholders/OET and/or contractor
 - 3.4.2 Prepare meeting agenda, notes track action items, task completion status, etc
 - 3.4.3 Prepare reports as requested
- 3.5 Support/Coordinate Implementation activities with awarded Contractor and County.
 - 3.5.1 Test Area – **TBD** (Telecom/IT Department/Data Center)
 - 3.5.2 OET
 - 3.5.3 Downtown Court Tower Building
 - 3.5.4 Rest of County facilities; post-Downtown Court Tower Building implementation
- 3.6 Review invoices from contractors to assure receipt of all equipment and services related to the installation and implementation of telephone equipment in County facilities. Any changes or modifications must be noted on invoices for correction prior to payment by the County.
- 3.7 Other activities as needed as mutually agreed.

4.0 CONFIDENTIALITY:

The Contractor will be required to sign a confidentiality agreement as specified by the County and adhere to all County security and ethical policies.

5.0 REPORTS:

The Contractor shall provide weekly project reports during key project stages and monthly reports during less active project phases to the County's assigned Program Manager. This will include a master project

plan and status reports in formats provided by County. If additional reporting is required, the County will provide the format and intervals as needed.

6.0 LOCATIONS AND TERM OF PERFORMANCE:

The Contractor will perform tasks at various locations for meetings and implementation activities, all other administrative tasks can be performed at the Contractor's own facilities or an office location may be provided by the County.

EXHIBIT C
SAMPLE PROJECT TIMELINE

Tasks	Start Date	End Date	Resources
RFP #10046 - Proposed selection and negotiation	6/9/10	7/7/10	Materials Management
Proposed award of Contract	7/7/10	7/7/10	Materials Management
Finalize SOW with Materials Management -7/7/10	7/7/10	7/7/10	Victoria
Kick off Meeting with Team	7/8/10	7/8/10	Victoria,County,Materials Management
Weekly Project Meeting & Status Report	7/14/10	12/28/11	Victoria
Administration Activities	7/16/10	2/24/12	Victoria
Court Tower Telecommunication Wiring Specs/Plans (RFP sect 1.3 pg 3)	7/8/10	8/16/10	Victoria
Identify any gaps for Court Tower	8/2/10	8/9/10	Victoria
MS Project Plan	7/9/10	9/9/10	Victoria
Monthly Updates to Project Plan	10/4/10	12/5/11	Victoria
Gather Requirements (2.1)	8/9/10	9/17/10	Victoria
Court Towers	8/9/10	8/27/10	Victoria
Support/testing Location for Court Towers/OET	8/9/10	8/13/10	Victoria
*Remaining Enterprise Solution	8/9/10	9/17/10	Victoria,Tim[10%],Pedro[25%],Bob[10%],SA[10%]
Review Network	8/23/10	8/31/10	Victoria,SA[20%],Tim[20%]
DR and/or Data Center	8/23/10	8/31/10	Victoria[75%],Tim[20%],SA[50%]
Identify SLA Requirements	8/17/10	8/19/10	Victoria,Bob[50%]
Assess Implementation Requirements	8/16/10	8/20/10	Victoria
Assess System Projected Growth Requirements	8/16/10	8/20/10	Victoria
Identify Redundancy & Disaster Recovery Requirements	8/30/10	9/10/10	Victoria,Bob[20%],Tim[20%],SA[25%]
Prepare & Write Draft RFP	8/13/10	9/23/10	Victoria,Bob,Tim,Pedro,SA

Requirement			
Ener Draft RFP into the Materiasl Managenent Templete	8/13/10	9/23/10	Victoria,Bob[10%],Tim[10%],SA[10%]
County Review of Draft RFP	9/14/10	9/22/10	County,Victoria,Materials Management
County ReviewFinal RFP	9/23/10	9/28/10	County,Victoria,Materials Management
Finalize Draft RFP	9/30/10	10/4/10	Victoria,Bob,Pedro,Tim,SA,County
Identify Evaluation Panel	11/11/10	11/11/10	County,Materials Management
Meetings with Materials Management	8/10/10	2/21/12	Victoria
Establish Evaluation Value Criteria	9/30/10	10/4/10	County,Materials Management,Victoria
Final Changes to RFP	10/8/10	10/8/10	Victoria
Deliver to Material Mgt	10/8/10	10/8/10	Victoria
Review with Material Mgt	10/12/10	10/12/10	Victoria,Materials Management,County
Release RFP to Vendors	11/2/10	11/2/10	Materials Management
Publish RFP	11/2/10	11/30/10	Victoria
Publish RFP	11/2/10	11/2/10	Materials Management
Pre Bid Conference	11/16/10	11/16/10	Victoria
Pre Bid Conference	11/16/10	11/16/10	Materials Management,Victoria,Pedro
RFP Clarifications	11/19/10	11/30/10	Victoria
Vendor Questions/Clarifications Submitted	11/19/10	11/19/10	Materials Management
Responses to Vendors/Supplier Questions	11/22/10	11/30/10	Victoria[80%],Tim[5%],Pedro[5%],Bob[5%],SA[5%]
RFP Responses Due	12/15/10	12/15/10	Materials Management
Vendor Responses are Due	12/15/10	12/15/10	Materials Management
RFP Review	12/17/10	2/15/11	Materials Management
Committee Receives Bids to Evaluate	12/17/10	12/17/10	Materials Management,Victoria
Proposal Evaluation	12/27/10	1/21/11	County,Victoria,SA,Materials Management
Meet with Evaluation Panel	1/24/11	1/24/11	Materials Management,County,Victoria
Document Clarifications	1/25/11	1/27/11	Materials Management,County,Victoria
Issue Question/Clarifications to each Vendor/Supplier	1/28/11	1/28/11	Materials Management

Vendor/Supplier Clarification Responses Due	1/28/11	2/3/11	Vendor
Review Vendor/Supplier Clarifications	2/4/11	2/10/11	Materials Management
Meet with Evaluation Panel	2/15/11	2/15/11	Materials Management,County,Victoria
Identify Finalists	2/15/11	2/17/11	Materials Management,County,Victoria
Demonstration of Products	3/1/11	3/3/11	Materials Management,County,Victoria
Vendor Selection	3/24/11	3/24/11	Materials Management,County,Victoria
Meet with selected vendor	3/24/11	3/24/11	Materials Management,Victoria
Letter of Intent	3/29/11	3/29/11	Materials Management
2 week wait (Protest Period)	3/29/11	3/29/11	Materials Management
Review Contract terms, deliverables and start defining SOW	4/5/11	6/6/11	Materials Management,County,Victoria,SA[10%],Pedro[15%],Tim[15%],Bob[15%]
2 week wait (Protest Period)	3/29/11	4/11/11	Materials Management
Final Negotiations - Meeting	5/17/11	5/17/11	Victoria,Materials Management
Board Approval	4/12/11	5/11/11	County
Contract Award	6/1/11	6/17/11	Materials Management
Issue Contract	6/1/11	6/2/11	Materials Management
Received Executed Contracts/SOW	6/9/11	6/10/11	Materials Management,Victoria
Issue PO	6/15/11	6/16/11	County
Vendor Order Equipment/ Review Order/Meeting	6/23/10	6/23/10	Vendor,Materials Management,Victoria
Delivery of Equipment	8/18/11	8/22/11	County
Equipment Installation	8/17/11	12/14/11	Vendor,County,Victoria
Post Cut Over	9/1/11	6/29/12	Vendor,County,Victoria
Post Cut Over Activities	12/14/11	2/14/12	Victoria,Pedro,SA
Punch down list of outstanding items	12/15/11	2/15/12	Victoria,County
Create Acceptance Plan	10/3/11	2/17/12	Victoria[50%],County,Materials Management,SA[10%],Tim[10%],Bob[10%]
Validate and Accept System	2/13/12	6/29/12	Victoria[50%],Materials Management,County,SA[10%],Tim[10%],Bob[10%]
managing post cut over activities	9/1/11	2/29/12	Victoria
Project Completion - Court Tower	2/29/12	3/1/12	

EXHIBIT D

MATERIALS MANAGEMENT CONTRACTOR TRAVEL AND PER DIEM POLICY

- 1.0 All contract-related travel plans and arrangements shall be prior-approved by the County Contract Administrator.
- 2.0 Lodging, per diem and incidental expenses incurred in performance of Maricopa County/Special District (County) contracts shall be reimbursed based on current U.S. General Services Administration (GSA) domestic per diem rates for Phoenix, Arizona. Contractors must access the following internet site to determine rates (no exceptions): www.gsa.gov
 - 2.1 Additional incidental expenses (i.e., telephone, fax, internet and copying charges) shall not be reimbursed. They should be included in the contractor's hourly rate as an overhead charge.
 - 2.2 The County will not (under no circumstances) reimburse for Contractor guest lodging, per diem or incidentals.
- 3.0 Commercial air travel shall be reimbursed as follows:
 - 3.1 Coach airfare will be reimbursed by the County. Business class airfare may be allowed only when preapproved in writing by the County Contract Administrator as a result of the business need of the County when there is no lower fare available.
 - 3.2 The lowest direct flight airfare rate from the Contractors assigned duty post (pre-defined at the time of contract signing) will be reimbursed. Under no circumstances will the County reimburse for airfares related to transportation to or from an alternate site.
 - 3.3 The County will not (under no circumstances) reimburse for Contractor guest commercial air travel.
- 4.0 Rental vehicles may only be used if such use would result in an overall reduction in the total cost of the trip, not for the personal convenience of the traveler. Multiple vehicles for the same set of travelers for the same travel period will not be permitted without prior written approval by the County Contract Administrator.
 - 4.1 Purchase of comprehensive and collision liability insurance shall be at the expense of the contractor. The County will not reimburse contractor if the contractor chooses to purchase these coverage.
 - 4.2 Rental vehicles are restricted to sub-compact, compact or mid-size sedans unless a larger vehicle is necessary for cost efficiency due to the number of travelers. (NOTE: contractors shall obtain pre-approval in writing from the County Contract Administrator prior to rental of a larger vehicle.)
 - 4.3 County will reimburse for parking expenses if free, public parking is not available within a reasonable distance of the place of County business. All opportunities must be exhausted prior to securing parking that incurs costs for the County. Opportunities to be reviewed are the DASH; shuttles, etc. that can transport the contractor to and from County buildings with minimal costs.
 - 4.4 County will reimburse for the lowest rate, long-term uncovered (e.g. covered or enclosed parking will not be reimbursed) airport parking only if it is less expensive than shuttle service to and from the airport.
 - 4.5 The County will not (under no circumstances) reimburse the Contractor for guest vehicle rental(s) or other any transportation costs.
- 5.0 Contractor is responsible for all costs not directly related to the travel except those that have been pre-approved by the County Contract Administrator. These costs include (but not limited to) the following: in-room movies, valet service, valet parking, laundry service, costs associated with storing luggage at a hotel,

fuel costs associated with non-County activities, tips that exceed the per diem allowance, health club fees, and entertainment costs. Claims for unauthorized travel expenses will not be honored and are not reimbursable.

- 6.0 Travel and per diem expenses shall be capped at 15% of project price unless otherwise specified in individual contracts

TRI, INC, 7119 E. SHEA BLVD. #109-486, SCOTTSDALE, AZ 85254

PRICING SHEET: NIGP CODE 9189501

Terms:	NET 10
Vendor Number:	W000005847 X
Telephone Number:	480-391-3800
Fax Number:	480-451-1247
Contact Person:	Victoria Thomas
E-mail Address:	vthomas@tri-1.com
Certificates of Insurance	Not Required
Contract Period:	To cover the period ending June 30, 2013.